

EXHIBIT A

MAGISTRATE COURT OF CHEROKEE COUNTY

The Honorable James E. Drane, III, Chief Magistrate

90 North Street, Suite 150

Canton, GA 30114

678-493-6431

DO NOT WRITE IN THESE SPACES

CASE NO. 23MCE0994

Plaintiff: Name/Street address/City/State/Zip Code

Michael Cutman902828 South McCork Road Unit 32-14Englewood, Florida 34224Phone: 770 557 5627Email: leatherneck8112@gmail.com

vs

Defendant: Name/Street address/City/State/Zip Code

Glenn Messing and PMA Mortgage Corporation1 Mortgage WayMount Laurel NJ 08054

STATEMENT OF CLAIM

Type of claim (mark with an "X")

☐ Suit on a note☐ Suit on Account☒ Other (Explain)

Plaintiff says the defendant is indebted to the plaintiff as follows:

Failure to respond to Qualified Written Request pursuant to Real Estate Settlement Procedures Act, RESPA, 12 USC 2605E. Defendant received the Qualified Written Request on August 15, 2022. Defendant has failed to respond and is in violation of RESPA.

That said claim is in the amount of \$ 9000.00 plus \$ 435.00 cost to date; and all future costs of this suit.

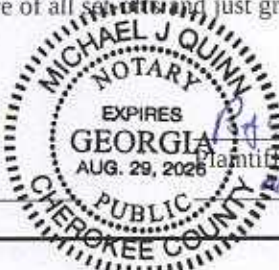
State of Georgia, Cherokee County:

Michael Cutman being duly sworn on oath, says the foregoing is a just and true statement of the claim made by plaintiff against defendant, exclusive of all defenses and just grounds of defense.

Sworn and subscribed before me,

This 2 day of March, 2023

Notary Public or Attesting Official

Not Notary PublicAll rights reserved

NOTICE AND SUMMONS

To: _____

You are hereby notified that _____ has made and filed a claim and is asking for judgment against you in the sum of \$ _____, as shown by the foregoing statement. **YOU ARE REQUIRED TO FILE OR PRESENT AN ANSWER TO THIS CLAIM WITHIN 30 DAYS AFTER SERVICE OF THIS CLAIM UPON YOU. IF YOU DO NOT ANSWER, JUDGMENT BY DEFAULT WILL BE ENTERED AGAINST YOU.** Your answer may be filed in writing during regular business hours. You may come with or without an attorney.

Stephanie Venable

Deputy Clerk, Magistrate Court of Cherokee County

EXHIBIT A

Qualified Written Request

August 11, 2022

NOTICING PARTY

Michael Lutman



NOTICE TO:
PHH Mortgage Services Assigns and Successors
Post Office Box 66002
Lawrenceville, NJ 08648

VIA TRACKING NUMBER 9114 9022 0078 9747 6811 53

NOTICE TO AGENTS IS NOTICE TO PRINCIPALS.
NOTICE TO PRINCIPALS IS NOTICE TO AGENTS

DEMAND FOR ALLEGED DEBT VALIDATION per 15 U.S.C. §1692 ET SEQ

THIS LETTER IS LAWFUL NOTICE AND REQUEST WITH WHICH YOU ARE MANDATED BY LAW TO COMPLY. YOU INCUR A LAWFUL LEGAL OBLIGATION TO IMMEDIATELY FORWARD THIS DEMAND LETTER TO A RESPONSIBLE PARTY, BE IT YOUR LEGAL DEPARTMENT, OFFICE OF PRESIDENT, INVESTOR RELATIONS, COMPLAINT RESOLUTION DEPARTMENT OR OTHER PROPER OFFICE FOR IMMEDIATE REVIEW, COMPLIANCE AND RESOLUTION. A MEANINGFUL TIMELY RESPONSE IS REQUIRED. **THIS IS AN OFFER TO PAY** IF THE ALLEGED DEBT, CONTRACTS, AND BACK END ACCOUNTING CAN BE FULLY VERIFIED BY A LIVING MAN OR WOMAN UNDER OATH OR AFFIRMATION.

This letter is regarding my private real property located per your records at 132 Springwater Trace, Woodstock, Georgia 30188 and alleged PHH Mortgage Services Account # [REDACTED]

DEMAND TO VALIDATE ALLEGED DEBT

MANDATORY CONSTRUCTIVE NOTICE TO CEASE AND DESIST

Under FDCPA you must cease and desist all collection activities until this alleged Debt Validation is provided to the Post location above
See 15 U.S.C. 1692g.

LEGAL AUTHORITY

Under the Fair Debt Collection Practices Act (15 U.S.C. §1692 et seq./Section 805 et seq.) (hereinafter "FDCPA") when a "debt collector" initiates a communication designed to collect a debt, they are bound to comply with FDCPA mandates. (See Gburek v. Litton Loan Servicing, LP, 08-3776, 7th Cir. (2010))

Where a loan servicer becomes the loan servicer after the loan is in default, the loan servicer is a "debt collector" and becomes obligated to comply with the Fair Debt Collection Practices Act in all respects.

Before acquiring any interest in this referenced account, you claimed it was in default status and as such DICTATES YOU HAVE A LAWFUL MANDATED OBLIGATION TO COMPLY WITH THIS REQUEST IN A DETAILED COMPREHENSIVE COMPLIANT MANNER.

"WHO" IS A "DEBT COLLECTOR"

Generally, the FDCPA covers the activities of a "debt collector." There is a two part definition of "debt collector": [1] "any person who uses any instrumentality of interstate commerce or the mails in any business the principal purpose of which is the collection of any debts, or [2] who regularly collect or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due another. See: 15 U.S.C. §1692(a)(6).

Under the FDCPA after making an initial communication with an alleged debtor (via loss mitigation or collection calls, modification/workout offers, filing NODs, bills demanding payment, or taking other actions covered by the Act), **a debt collector is required to provide WRITTEN NOTICE WITHIN FIVE DAYS**

OF THE INITIAL COMMUNICATION which provides, among other things:

- (a) A critical detailed itemized breakdown of the debt alleged due;
- (b) The name, addresses, and phone number[s] of the alleged creditor; beneficiary or Master Servicer. Note: see: 1692 a (4). "Definition to a "Creditor"
- (c) Notice that the debt collector shall obtain and provide accurate certified verification of debt if it is disputed within 30 days of the initial communication
- (d) Notice that the debt collector will provide the name and address of the alleged true creditor or beneficiary, upon request, if alleged creditor or beneficiary is different from current alleged creditor. See 15 U.S.C. §1692(g) (a) (1-5) Section 809.
- (e) Details of any accounting as is related to the creation of this note, the profits generated from the note which were not disclosed, insurance proceeds collected, and tax benefits taken, all of which would affect the balance due which is being claimed, if you can in fact verify this at all.

I hereby positively dispute any and all alleged debt[s] claimed owed or owing. I dispute all intercessors, acting with malice aforethought thus violating The Deceptive Trade Practices Act (*Title 15 U.S.C. §45*) the FDCPA, and FDUTPA 501.2077(2) (against seniors), by being third party predatory Debt Collectors, and NOT bona fide party[s] who possess any status or standing to collect some investor acquired alleged debt.

The relevant section of FDCPA states, 15 U.S.C. §1692(g) / Section 809 states:
“(b) If the consumer notifies the debt collector in writing within the thirty-day period described in subsection (a) that the debt, or any portion thereof, is disputed, or that the consumer requests the name and address of the original creditor; **the debt collector shall cease collection of the debt; or any disputed portion thereof, until** the debt collector obtains validation to the debt ...is mailed to the consumer, by the debt collector.”

Be it known that lenders, servicers, and securitizers engaged in violation of RESPA and TILA provisions, foreclosing without documentation of chain of title or disclosure of true parties in interest, combined with violations of securitization documents and insurer mandates for loss mitigation, constitute fraud on the Court and a fraud on the borrower.

It is my understanding that your company may have been accused of engaging in one or more predatory servicing or lending and servicing schemes. As a consumer, I am concerned about such practices by anyone, especially PHH Mortgage Services and Deutsche Bank or anyone who has any interest this matter

Needless to say, I am most concerned that potential fraudulent and deceptive practices by unscrupulous mortgage brokers; sales and transfers of mortgage servicing rights; deceptive and fraudulent servicing practices to enhance balance sheets; deceptive, abusive and fraudulent accounting tricks and practices may have also negatively affected my credit rating,

To insure that I have not been a victim of predatory servicing and/or lending practices, I have authorized a thorough review, examination, accounting and audit of this account by mortgage auditing and predatory servicing and lending experts. This exam and audit will review this mortgage account file from the date of initial contact, application and the origination of this account to the present date written above. Again this is a Qualified Written Request under the Real Estate Settlement Procedures Act, codified as Title 12 § 2605 (e)(1)(B) (e) and Reg. X § 3500.21(f)2 of the United States Code as well as a request under Truth In Lending Act [TILA] 15 U.S.C. § 1601, et seq. RESPA provides substantial penalties and fines for non-compliance or failure to answer my questions provided in this letter within thirty [30] days of its receipt.

In order to conduct the examination and audit of this loan, I need to have full and immediate disclosure including copies of all pertinent information regarding this alleged loan. The documents requested and answers to my questions are needed to insure that this alleged loan:

- Was originated in lawful compliance with all federal and state laws, regulations including, but not limited to Title 62 of the Revised Statutes, RESPA, TILA, Fair Debt Collection Act, HOEPA and other laws;
- That any sale or transfer of this alleged account or monetary instrument, was conducted in accordance with proper laws and was a lawful sale with complete disclosure to all parties with an interest; that the claimed holder in due course of the monetary instrument/mortgage/asset is holding such note in compliance with statutes, State and Federal laws and is entitled to the benefits of payments; that all good faith and reasonable disclosures of transfers, sales, POA[s], monetary instrument ownership, entitlements, full disclosure of actual funding source, terms, costs, commissions, rebates, kickbacks, fees etc. were and still are properly disclosed to me;
- That each servicer[s] and/or sub-servicers of this alleged mortgage has serviced this mortgage in accordance with statute, laws and the terms of mortgage, monetary instrument;
- That each servicer[s] and sub-servicers of this alleged mortgage has serviced in compliance with local, state and federal statutes, laws and regulations;
- That this account has properly been credited, debited, adjusted, amortized and

charged correctly, that any interest and principal were properly calculated and applied, and that any principal balance has been properly calculated, amortized and accounted for; that no charges, fees or expenses, not obligated in any agreement, have been charged, assessed or collected from this account

In order to validate this debt and audit this account, needed are copies of pertinent documents to be provided to me, and answers, certified, in writing, to various servicing questions. For each record kept on computer or in any other electronic file or format, provide a paper copy of all information in each field or record in each computer system, program or database used by you that contains any information on this account number or my name. NOTE: The term "account" is "alleged account"; by any use of mortgage/deed of trust is implied "alleged mortgage/deed of trust."

As such, send to me, at the address above, copies of the requested documents , proofs and responses requested below within 10 days of the date of this request:

Re Account # [REDACTED]

PHH Mortgage Services is the alleged servicer, AND Deutsche Bank is the alleged holder of an alleged mortgage to the property located at the address 132 Springwater Trace, Woodstock, Georgia 30188.

I dispute the amount claimed as allegedly owing according to various "Monthly Billing Statements" and herewith request that you send us information about the fees, costs, escrow accounting on the alleged loan.

- I also request a definitive Proof of Debt and Proof of Your Standing to collect the alleged debt in the form of an Original Note, and not a MERS generated document.

This is a "Qualified Written Request" pursuant to the Real Estate Settlement and Procedures Act 12 U.S. Code (section 2605 (e)) to be responded to by you within 5 business days (weekends and holidays notwithstanding).

Specifically we are requesting the following information:

1. It has come to the attention of the alleged Borrower, after researching the GAAP accounting procedures, the United States Code, The Uniform Commercial Code, and certain Federal reserve Bank Publications, that there is reason to believe that the alleged Lender or financial institution is not the Holder in Due Course of the alleged Borrowers Promissory note and / or may have breached the alleged agreement concerning the above referenced, alleged loan or loan of credit. Therefore we want to know what the entire alleged agreement is, and whether you, your agents and assignees performed according to the alleged agreement.
2. Since the alleged Borrower paid money in the form of a promissory note, or mortgage note, or other check or financial instrument according to the alleged loan agreement, the alleged

Borrower is now hereby requesting Adequate Assurance of Due performance pursuant to UCC 2-609 that the alleged Lender or financial institution has performed according to the alleged loan agreement and that the original alleged Lender or financial institution used their own money to purchase the alleged Borrowers promissory note and did not accept the alleged Borrowers promissory note as money or like money to fund the check or similar instrument, including digital or electronic transfer, that the alleged Lender then loaned to the the alleged Borrower – which would have an economic effect similar to stealing, counterfeiting, and swindling – and that the alleged Lender or financial institution has followed the Federal laws 12 USC Sec 1831n (a)(2)(A) and/or 12 CFR 741.6(b) regarding Generally Accepted Accounting Principles and Generally Accepted Auditing Standards concerning this alleged loan.

3. Does PHH Mortgage Services and Deutsche Bank have a written contract with Michael Lutman to collect the debt? Please respond Yes or No in writing. If Yes provide written evidence.
4. Is it true that when an alleged Borrower signs a Note, a Mortgage Note, a Promissory Note, an Adjustable Rate Note, Check, or any other similar instrument, collectively refereed to hereafter as a “NOTE” that the said note is used as a bank asset to give value to such note or credit to a bank account, resulting in a new bank asset and a new bank liability? Please respond Yes or No in writing. If Yes provide written evidence.
5. Is it true that the alleged Lender or financial institution follows / followed GAAP, Generally Accepted Accounting principles? Please respond Yes or No in writing. If Yes provide written evidence.
6. Was full disclosure given regarding whether and if the alleged Borrower was to provide the funding for the alleged loan per bookkeeping entries? Please respond Yes or No in writing. If Yes provide written evidence.
7. Does the alleged Lender or financial institution accept something of value from the alleged Borrower that is recorded as an asset on the books of the alleged Lender or financial institution resulting in a new liability on the books of the alleged Lender or financial institution? Please respond Yes or No in writing. If Yes provide written evidence.
8. Did the alleged Lender or financial institution lend the alleged Borrower money? Please respond Yes or No in writing. If Yes provide written evidence.
9. Is it the intent of the alleged Lender or financial institution that that the party who funded the loan, per the bookkeeping entries, is to be repaid the money lent to borrower? Please respond Yes or No in writing. If Yes provide written evidence.
10. According to the GAAP bookkeeping entries required of the alleged Lender or financial institution involved in the alleged loan, when a borrower purchases a property does the alleged Lender or financial institution involved in the alleged loan accept a new asset and or note from the alleged Borrower that funds the alleged loan to the alleged Lender or financial institution? Please respond Yes or No in writing. If Yes provide written evidence.
11. Does the alleged Lender or financial institution involved in the alleged loan record an asset

showing that the alleged Borrower owes money to the alleged Lender or financial institution involved in the alleged loan? Please respond Yes or No in writing. If Yes provide written evidence.

12. Did the alleged Lender or financial institution follow the Federal Reserve Bank's policies and procedures in the alleged financial / loan transactions? Please respond Yes or No in writing. If Yes provide written evidence.
13. Is it true that, according to the bookkeeping entries, the alleged Borrower funds the alleged loan to the same alleged Lender or financial institution? Please respond Yes or No in writing. If Yes provide written evidence.
14. Is it true that, according to the bookkeeping entries of the alleged Lender or financial institution, the alleged Borrower is the lender to the alleged Lender or financial institution? Please respond Yes or No in writing. If Yes provide written evidence.
15. Is it true that, according to the bookkeeping entries of the alleged Lender or financial institution involved in the alleged loan, new money or credit is created when the alleged Borrower signs a note that is accepted and deposited by said alleged Lender or financial institution? Please respond Yes or No in writing. If Yes provide written evidence.
16. Is it true that, according to the alleged agreement, you, the alleged Lender or financial institution received permission from the alleged Borrower to deny the Borrower equal protection under the alleged loan agreement? Please respond Yes or No in writing. If Yes provide written evidence.
17. Is it true that, according to the alleged agreement, the alleged Lender or financial institution agreed to economics similar to stealing, counterfeiting and swindling against the alleged Borrower? Please respond Yes or No in writing. If Yes provide written evidence.
18. Is it true that the alleged Lender or financial institution violated GAAP, generally accepted accounting principles, thus making the alleged agreement null and void? Please respond Yes or No in writing. If Yes provide written evidence.
19. Is it true that the alleged Lender or financial institution converted the alleged loan agreement and / or the alleged note by using the alleged agreement and / or the alleged note as value to give value to the note, checks or similar financial instruments as proven by the bookkeeping entries, thus proving that the alleged Borrower funded the alleged note and proving that the alleged Lender or financial institution used false statements that the alleged Lender or financial institution used their own money to fund the alleged note / purchase? Please respond Yes or No in writing. If Yes provide written evidence.
20. Is it true that the alleged Lender or financial institution violated the Matching Principle of GAAP in that the alleged Lender or financial institution accepted an asset from the alleged Borrower, the alleged Lender or financial institution did not credit a liability account showing that the alleged Lender or financial institution owed money to the alleged Borrower for the asset received from the alleged Borrower? Please respond Yes or No in writing. If Yes provide written

evidence.

21. The alleged Lender or financial institution follows the Federal Reserve Bank's Policies and procedures? Please respond Yes or No in writing. If Yes provide written evidence.
22. The alleged Lender or financial institution accepts all specie of money mandated by the Federal reserve? Please respond Yes or No in writing. If Yes provide written evidence.
23. The alleged Lender or financial institution claims that they loaned money to Michael Lutman. Please respond Yes or No in writing. Clarify your reply as needed to reflect who allegedly borrowed money.
24. The terms and conditions of the alleged agreement disclosed that the alleged Lender or financial institution involved in the alleged loan was to use the alleged Borrowers alleged promissory note like money or credit which resulted in increasing the assets and liabilities of the Lender or financial institution or other banks and financial institutions? Please respond Yes or No in writing. If Yes provide written evidence.
25. The terms of the alleged agreement disclose that the original alleged Lender or financial institution never loaned one cent of money as adequate consideration to purchase the alleged promissory note from the alleged Borrower. Please respond Yes or No in writing. If Yes provide written evidence.
26. The terms and conditions of the alleged agreement disclose that the economics of the alleged loan were that the alleged Borrowers promissory note was exchanged for something of equal value like money or a bank check, electronic funds transfer, or draft or some similar device that was returned to the alleged Borrower as a loan. Please respond Yes or No in writing. If Yes provide written evidence.
27. The terms and conditions of the alleged agreement disclose that the alleged Lender or financial institution was to accept the alleged Borrowers promissory note like banks accept money and use the value of the promissory note to create new money or credit. Please respond Yes or No in writing. If Yes provide written evidence.
28. The terms and conditions of the alleged loan agreement allow the alleged Lender or financial institution to record the promissory note as an asset of the Lender or financial institution resulting in a new liability of a Lender or financial institution? Please respond Yes or No in writing. If Yes provide written evidence.
29. The bookkeeping entries of the alleged promissory note shows that alleged Lender or financial institution recorded the promissory note as an asset of the Lender(s), Bank(s) or financial institution(s) resulting in a new liability of the Lender(s), Bank(s) or financial institutions? Please respond Yes or No in writing. If Yes provide written evidence.
30. According the the terms and conditions of the alleged loan, GAAP was to be followed, including the matching principle as outlined in GAAP? Please respond Yes or No in writing. If Yes provide written evidence.

alleged loan. Please respond Yes or No in writing. If Yes provide written evidence.

Please provide the documents I have requested and a detailed answer to each of my questions within the lawful time designated. Upon receipt of the documents and answers, an exam and audit will be conducted that may lead to a further document request and answers to questions under an additional QWR letter. If you are able to produce this FDCPA mandated Debt Validation Demand, your evidence should include a *bona fide* (F.R.C.P.E. 903) certified Notarial Jurat; true correct authentic front and back copy[s] of the actual Broker Originators original promissory "note" endorsed and Notarized per custom and tradition complete with any or all purported attached allonge[s] Powers of Attorney, assignments, Notices of Appearance; and Representation[s] authorizations for all apparent multiple parties.

Copies of this Qualified Written Request, are being sent to FTC, HUD, Thrift Supervision, all relevant state and federal regulators; and other consumer advocates; and my congressman.

Be also advised this letter should not be construed as a "refusal to pay any lawful amounts claimed owed," but rather, a helpful cautionary advisory notice sent in re: the Fair Debt Collection Practices Act 15 USC 1692g Sec. 809 (b) that your claim is averred, denied, disputed.

It is my hope that you answer this request in accordance with law and the questions, documents and validation of debt to the penny and correct any abuse(s) or scheme(s) uncovered and documented.

Under FDCPA, you must cease and desist any and all your collection activities until this alleged DEBT VALIDATION is provided to me at the Post location above. See 15 U.S.C. 1692g. This would include any attempted theft of my home via foreclosure sale.

In addition please know that should your offices be willing and able to provide the requested materials above, I will require at least 30 days to critical examine investigate authenticate and validate your documents and testamentary evidentiary information during such time any and all collection activity must CEASE AND DESIST. This would include any attempted theft of my home via foreclosure sale.

NOTE: Default Provision(s) under this QUALIFIED WRITTEN REQUEST

PHH Mortgage Services and Deutsche Bank or any agents, transfers, or assigns by omissions of, or agreement by, silence of this request via certified rebuttal of any and all points herein, agrees and consents to any violations of law and/or to immediately terminate/remove any and all right, title and interests (liens) in MICHAEL NORRIS LUTMAN, Michael Norris Lutman, MICHAEL LUTMAN,

31. The Lending Bank or financial institution, American Brokers Conduit (and its assignees) agrees that the intent of the agreement requires that the party who provided the money that funded the loan is to be repaid the money plus interest. Please respond Yes or No in writing. If Yes provide written evidence.
32. According to the loan agreement the Lender or financial institution involved in the alleged loan is to use the borrowers promissory note as money, money equivalent, or thing of value to give value to bank checks, or bank drafts, or bank electronic transfers. Please respond Yes or No in writing. If Yes provide written evidence.
33. According to GAAP bookkeeping entries, regarding the alleged loan and promissory note, Lenders' or financial institutions' assets and liabilities increased by approximately the amount of the alleged loan. Please respond Yes or No in writing. If Yes provide written evidence.
34. The alleged borrower is allowed to repay the loan using the same specie of money or credit that the bank used to fund the alleged loan thus ending all liens and interest. Please respond Yes or No in writing. If Yes provide written evidence.
35. The intent of the alleged agreement is that all borrowers must repay all lenders. Please respond Yes or No in writing. If Yes provide written evidence.
36. The intent of the alleged agreement was for the borrower to provide the money equivalent or capital that the lender would use to fund the loan to the borrower. Please respond Yes or No in writing. If Yes provide written evidence.
37. The intent of the alleged loan agreement was for the one who provided the money to fund the loan is to be repaid the money. Please respond Yes or No in writing. If Yes provide written evidence.
38. It was agreed in the alleged loan agreement that the economics of the alleged loan was to be similar to stealing, counterfeiting and swindling. Please respond Yes or No in writing. If Yes provide written evidence.
39. According to the terms and conditions of the alleged loan agreement money is regarded as cash. Federal Reserve Notes and any other money that that banks accept as money, that is recorded as a bank asset. Please respond Yes or No in writing. If Yes provide written evidence.
40. The intent of the alleged loan agreement is for the lender to follow GAAP regarding the promissory note as required by law or CPA audit opinion. Please respond Yes or No in writing. If Yes provide written evidence.
41. The so called lender or his assignees wrote the the alleged loan agreement. Please respond Yes or No in writing. If Yes provide written evidence.
42. The current party holding the alleged loan agreement understands the terms of the loan agreement including the the terms of which party who was to provide the money to fund the

and / or Michael Lutman or any property or collateral connected to Michael Lutman or the above referenced account # [REDACTED] and waives any and all immunities or defenses in claims and or violations agreed to in this request including, but not limited by any and all:

1. Michael Lutman's right, by breach of fiduciary responsibility and fraud and misrepresentation revocation and rescinding of any and all power of attorney or appointment PHH Mortgage Services and Deutsche Bank may have or may have had in connection with account # [REDACTED] and any property and/or real estate connected with said account.
2. Michael Lutman's right to have any certificated or uncertificated security re-registered in Michael Lutman's name.
3. Michael Lutman's right of collection via PHH Mortgage Services and Deutsche Bank's liability insurance and/or bond.
4. Michael Lutman's entitlement in filing and executing any instruments, as power of attorney for and by PHH Mortgage Services and Deutsche Bank, including but not limited by a new certificated security or any security agreement perfected by filing a UCC Financing Statement with the Secretary of State in the State where PHH Mortgage Services and Deutsche Bank is located.
5. Michael Lutman's right to damages because of PHH Mortgage Services and Deutsche Bank's wrongful registration, breach of intermediary responsibility with regard to Michael Lutman's asset by PHH Mortgage Services and Deutsche Bank issuing to Michael Lutman a certified check for the original value of Michael Lutman's monetary instrument.
6. Michael Lutman's right to have account # [REDACTED] completely set off because of PHH Mortgage Services and Deutsche Bank's wrongful registration, breach of intermediary responsibility with regard to Michael Lutman's monetary instrument/asset by PHH Mortgage Services and Deutsche Bank sending confirmation of set off of wrongful liability of Michael Lutman and issuing a certified check for the difference between the original value of Michael Lutman's monetary instrument/asset and what Michael Lutman mistakenly sent to PHH Mortgage Services and Deutsche Bank and previous servicers as payment for such wrongful liability.

PHH Mortgage Services and Deutsche Bank or any transfers, agents or assigns offering a rebuttal of this request must do so in the manner of this request in accordance of and in compliance with current statutes and/or laws by signing in the capacity of a fully liable flesh and blood man or woman being responsible and liable under the penalty of perjury while offering direct testimony with the official capacity as an appointed agent for PHH Mortgage Services and Deutsche Bank in

accordance with PHH Mortgage Services and Deutsche Bank's Articles of Incorporation, By Laws duly signed by a current and duly sworn, under oath director(s) of such corporation/Holding Corporation/National Association.

Any direct rebuttal with certified true and complete accompanying proof must be posted to the address herein within thirty days. If no verified rebuttal of this request is made in a timely manner, a "Certificate of Non-Response" serves as judgment and consent/agreement by means of silence with any and all claims and/or violations herein-stated in the default provisions or any other law.

Power of Attorney: If PHH Mortgage Services and Deutsche Bank fails by not rebutting to any part of this request, PHH Mortgage Services and Deutsche Bank agrees with the granting unto Michael Lutman unlimited **Power of Attorney** and any and all full authorization in signing or endorsing PHH Mortgage Services and Deutsche Bank's name upon any instruments in satisfaction of the obligation(s) of this REQUEST/Agreement or any agreement arising from this agreement. Pre-emption of or to any Bankruptcy proceeding shall not discharge any obligation(s) of this agreement. Consent and agreement with this Power of Attorney by PHH Mortgage Services and Deutsche Bank waives any and all claims of Michael Lutman, and/or defenses and remains in effect until satisfaction of all obligation(s) by PHH Mortgage Services and Deutsche Bank has been satisfied.

I hereby preserve all my private absolute natural rights and those secured under the: FCRA; FDCPA; Rosenthal Act; FTCPA; TILA; RESPA; Reg. Z; DECEPTIVE TRADE PRACTICES ACT; UDAAP; RICO Tort Fraud; FCRA and other federal and State laws; Codes; Statutes; Bank Rules; TREASURY; FDIC; SEC; OCC; CFPB; OCT; QUASI-GOV. FEDERAL RESERVE; CFR Regulations; Policies; Practices; Procedures and or other Rules YTBD.

Moreover, if this QWR and DEMAND FOR DEBT VALIDATION information is not provided in full, or should it conflict with other information secured and maintained by me, I reserve my natural right[s] to file for temporary restraining order[s] (TRO) preliminary injunction[s] and/or file deceptive collection practices suits and/or wrongful foreclosure lawsuit[s]. I would then be seeking the full boat of redress for grievances and other: "federal" remedies permitted under law; including, but NOT limited to **actual statutory violations; damages; attorney fees; costs and/or punitive damages;** remedy sought in a trial by jury of peers.

These and other issues may also be raised in Bankruptcy or other courts under adversary proceeding[s] if necessary.

I, Michael Lutman being competent and lawfully at age of majority do declare and affirm the above statements information and beliefs are true correct and accurate to the best of my knowledge and understanding, and are testified under fear to pains or penalties for perjury as being true and correct.
Sincerely and without prejudice,

 August 11 2022

By: Michael NorrisLutman, a man Authorized
Representative and agent for the executor of the
estate of MICHAEL NORRIS LUTMAN

EXHIBIT B

EJ 811 992 343 US
USPS 70212720000316568549

State of Georgia)
)
County of Cherokee) ss Affidavit of Non-Response

Having been duly sworn in, Affiant declares the following:

1. Affiant, is competent to state to the matters included in this declaration, has knowledge of the facts, and hereby declares that to the best of Affiant's knowledge, the statements made in this affidavit are true, correct, complete and not meant to mislead
2. Affiant mailed on August 11, 2022 by Certified Mail Michael Norris Lutman's Qualified Written Request (attached) regarding regarding PHH Mortgage Service's account number [REDACTED]. See Certificate of Service attached. In said mailing, affiant requested that PHH Mortgage Services respond to affiant within Five Days, to send notice of receipt.
3. Affiant did not receive PHH Mortgage Services' response to Michael Norris Lutman's or any other point by point response as required, within the time requested.
4. A further initial bill for Fair Debt Collection Practices Act violations and for expenses incurred, shall also be due by all agents and/or assigns of PHH Mortgage Services, for their non-response, in the amount of \$9,000.00 plus full release of all liens, promissory notes and deeds of trust, for failing to state a claim for which relief can be granted in favor of PHH Mortgage Services or its' agents. This failure to fully respond to the QWR point by point and completely with a verified claim, confirms this agreement and bill, and confirms all demands for release of liens or other interest are due by PHH Mortgage Services and or all agents within 10 days of receipt of this Affidavit of Non-Response.

Notice to agent is notice to principal, notice to principal is notice to agent, who are equally and severally liable.

Further Affiant sayeth naught.

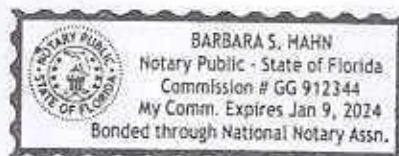
By: Michael Norris Lutman

Affiant By: Michael Norris Lutman © all rights reserved

State of Florida)
) ss ACKNOWLEDGEMENT
County of Charlotte)

I, BARBARA S. HAHN, Notary Public for said County and State, do hereby certify that, personally appeared before me Michael Norris Lutman and executed the foregoing. Witness my hand and seal this 23 day of August 2022.

Barbara S. Hahn



BILL FOR FEES AND COST

**Violation of RESPA 12 U.S. Code § 2605 (e)(1)(A)
Private Right of Action pursuant to 12 U.S.C. § 2605(f)**

Date in default: August 22, 2022

An amount is now due by default as indicated in attached documents

Owed to: Michael Norris Lutman

Email [REDACTED]

Phone: [REDACTED]

Party owing the debt and duty to perform:

PHH Mortgage Services
Post Office Box 66002
Lawrenceville, NJ 08648

newrezz c/o PHH Mortgage Services
1 Mortgage Way
Mount Laurel, NJ 08648

and equally and severally due by

Brock & Scott, PLLC (alleged attorneys)
3825 Forrestgate Drive
Winston Salem, NC 27103

Christian Sewing CEO
Deutsche Bank
One Columbus Circle
New York, NY 10019

Amounts Due

Forensic Audit	\$1,500.00
Violations of RESPA 12 USC 2605(f)	\$1,000.00
Violations of RESPA 12 USC 2605(f)(1)(B)	\$2,000.00
Misrepresent amount owed as a result of violating FDCPA	\$ 1,000.00
Communications of False Information per 18 USC 1001	\$ 1,000.00
Plaintiff time and research	\$ 2,500.00
TOTAL DUE AND OWING	\$ 9,000.00

As amount unpaid following exhaustive administrative remedies, plus order for release of title due, and credit correction (undertermined amount)

By: 

August 23, 2022

By: Michael Norris Lutman © all rights reserved

EXHIBIT C

Notice of Fault

NOTICE OF FAULT IN DISHONOR and OPPORTUNITY TO CURE

FROM:

Michael Norris Lutman

Hereinafter referred to as "**Borrower**"

TO:

Robert Conley, CEO
PHH Mortgage Corporation
3000 Leadenhall Road
Mount Laurel, NJ 08648
Hereinafter referred to as "**Lender**"

via Certified Mail # 91149022 0078 9828 2829 38

DATE: 15 September, 2022

RE: Alleged Loan Account [REDACTED]

This is a Notice of Fault and Opportunity to Cure upon the previous presentment enclosed within the Certified Mailing, received Lender on August 25, 2022. And as evidenced by USPS Tracking # EJ 811 992 343 US.

By the terms and conditions of the agreement contained in that document, since the Borrower disputed the Loan, the Lender was under obligation to timely and in good faith provide full validation and verification of the debt and ALL items within the Qualified Written Request, under penalty of perjury within thirty (30) days pursuant to Uniform Commercial Code and Fair Debt Collection Practices Act, or request an extension of time.

The Lender's failure to honor the offer places the Lender at fault. This is the Borrower's good faith offer to extend the time by an additional **five (5) days** from the date of delivery to give the Lender the opportunity to cure the Lender's fault, to make the required presentment and to cure the Lender's fault.

Should the Lender fail, refuse or neglect to respond to this Notice of Fault and Opportunity to Cure, the **Borrower** will enter a **Notice of Fault**, as second witness, upon the Lender. All sums due as expenses and penalties, and order to release all liens, and remove all negative credit items, are effectively due upon default.

Of this presentment the Lender should take due Notice and heed, and govern oneself accordingly.

Fault: "American Law – Negligence – an error or defect of judgment of conduct, any deviation from prudence, duty or rectitude any shortcoming, or neglect of care or performance resulting from inattention, incapacity, or perversity; a wrong tendency, course or act; bad faith or mismanagement; neglect of duty." **Black's Law Dictionary** 4th Edition, page 738.

Default: "By its derivation, a failure. An omission of that which ought to be done...Specifically, the omission or failure to perform a legal duty...The term also embraces the idea of dishonesty and of wrongful act." Ibid, page 505.

NOTICE TO PRINCIPAL IS NOTICE TO AGENT, NOTICE TO AGENT IS NOTICE TO PRINCIPAL
Applicable to all successors and assigns
Silence is Acquiescence

Respectfully done in good faith,

By: Michael Norris Lutman 9/15/22
Michael Norris Lutman, man
without prejudice all rights reserved

NOTARY WITNESS

Florida)
Charlotte County)

I, Angelique V Byler, Notary Public for said County and State, do hereby certify that,
personally appeared before me Michael Norris Lutman and executed the foregoing. Witness my hand
and seal this 15th day of September 2022.

Angelique V Byler, Public Notary; my commission expires: 8/19/2023



EXHIBIT D

NOTICE OF DEFAULT IN DISHONOR and ESTOPPEL

FROM:

Michael Norris Lutman
[REDACTED]hereinafter referred to as "**Borrower**"

TO:

Robert Conley, CEO
PHH Mortgage Corporation
3000 Leadenhall Road
Mount Laurel, New Jersey 08648
hereinafter referred to as "**Lender**"

Via Certified Mail # 7020 0640 0001 3811 2915

DATE: November 21, 2022

RE: Alleged Loan Account No. [REDACTED], hereinafter "**Loan**"

This is a **Final Notice of Default and Estoppel** upon the previous presentments enclosed within the Certified Mailing, received by the Lender on September 19, 2022 and as evidenced by Certified Mail # 9114 9022 0078 9824 2829 38, copies attached. Lender was presented with a Notice of Fault & Opportunity to Cure together with a valid Bill for Fees and Costs and was given five (5) days to cure their fault and honor the presentment and pay the Bill, but failed to do so. The five (5) days expired on September 26, 2022.

By the terms and conditions of the agreement contained in that document, since the Borrower disputed the Loan, the Lender was under obligation to timely and in good faith provide full validation and verification of the debt and ALL items within the Qualified Written Request, hereafter "QWR", under penalty of perjury within thirty (30) days pursuant to RESPA, Uniform Commercial Code and Fair Debt Collection Practices Act, or request an extension of time.

Lender received Borrower's QWR request on August 15, 2022 but failed to respond in full, point by point to Borrower's QWR. See Borrower's prior presentments which have all been ignored and are all unanswered.

Maxim: "An un rebutted affidavit stands as the truth."

PLEASE TAKE NOTICE that since Lender has no Assignment of Record with PHH Mortgage Corporation, hereafter "PHH", for this account, it may not rely on PHH to answer any QWR addressed to Lender on its behalf and is solely responsible for its own QWR response and debt validation.

The Lender's failure to honor the offer and Bill for Fees and Costs placed the Lender at fault. Borrower in good faith offered to extend the time by an additional **three (3) days** from date of delivery to give the Lender an opportunity to make the required presentment and to cure the Lender's fault.

Lender failed to respond to this Notice of Fault and Opportunity to Cure, and therefor Borrower is entering a Final Notice of Default and Estoppel, as third witness, upon the Lender. All sums due as expenses and penalties, and orders to release all liens, and remove all negative credit items, are effectively now due upon final default.

Of this presentment the Lender should take due Notice and heed, and govern oneself accordingly.

Fault: "American La« - Negligence, an error or defect of judgment or of conduct; any deviation from prudence, duty, or rectitude, any shortcoming, or neglect of care or performance resulting from inattention, incapacity, or perversity; a wrong tendency, course, or act; bad faith or mismanagement; neglect of duty."

Black's Law Dictionary, 4th Edition, page 738.

Default: "By its derivation, a failure.. An omission of that which ought to be done ... Specifically, the omission or failure to perform a legal duty ... The term also embraces the idea of dishonesty and of wrongful act."

Ibid, page 505.

NOTICE TO THE PRINCIPAL IS NOTICE TO THE AGENT
NOTICE TO THE AGENT IS NOTICE TO THE PRINCIPAL

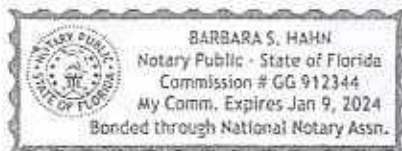
Applicable to all successors and assigns
Silence is Acquiescence

By: Michael Norris Lutman
Michael Norris Lutman

Florida State)
) ss ACKNOWLEDGEMENT
Charlotte County)

I, Barbara S. Hahn, a Public Notary for said County and State, do hereby certify that, personally appeared before me Michael Norris Lutman, a living man, and executed the foregoing. Witness my hand and seal this 21 day of Nov, 2022.

Barbara A. Hale
Notary Signature



Notice of Fault

NOTICE OF FAULT IN DISHONOR and OPPORTUNITY TO CURE

FROM:

Michael Norris Luuman
[REDACTED]

Hereinafter referred to as "Borrower"

TO:

Robert Conley, CEO
PHH Mortgage Corporation
3000 Leadenhall Road
Mount Laurel, NJ 08648
Hereinafter referred to as "Lender"

via Certified Mail # 9117 9022 0008 2829 2829 38

DATE: 15 September, 2022

RE: Alleged Loan Account [REDACTED]

This is a Notice of Fault and Opportunity to Cure upon the previous presentment enclosed within the Certified Mailing, received Lender on August 25, 2022. And as evidenced by USPS Tracking # EJ 811 992 343 US.

By the terms and conditions of the agreement contained in that document, since the Borrower disputed the Loan, the Lender was under obligation to timely and in good faith provide full validation and verification of the debt and ALL items within the Qualified Written Request, under penalty of perjury within thirty (30) days pursuant to Uniform Commercial Code and Fair Debt Collection Practices Act, or request an extension of time.

The Lender's failure to honor the offer places the Lender at fault. This is the Borrower's good faith offer to extend the time by an additional five (5) days from the date of delivery to give the Lender the opportunity to cure the Lender's fault, to make the required presentment and to cure the Lender's fault.

Should the Lender fail, refuse or neglect to respond to this Notice of Fault and Opportunity to Cure, the Borrower will enter a Notice of Fault, as second witness, upon the Lender. All sums due as expenses and penalties, and order to release all liens, and remove all negative credit items, are effectively due upon default.

Of this presentment the Lender should take due Notice and heed, and govern oneself accordingly.

Fault: "American Law – Negligence – an error or defect of judgment of conduct, any deviation from prudence, duty or rectitude any shortcoming, or neglect of care or performance resulting from inattention, incapacity, or perversity; a wrong tendency, course or act; bad faith or mismanagement; neglect of duty." Black's Law Dictionary 4th Edition, page 738.

Default: "By its derivation, a failure. An omission of that which ought to be done...Specifically, the omission or failure to perform a legal duty...The term also embraces the idea of dishonesty and of wrongful act." Ibid, page 505.

NOTICE TO PRINCIPAL IS NOTICE TO AGENT, NOTICE TO AGENT IS NOTICE TO PRINCIPAL
Applicable to all successors and assigns
Silence is Acquiescence

Respectfully done in good faith,

By: Michael Norris Lutman 9/15/22

Michael Norris Lutman, man
without prejudice all rights reserved

NOTARY WITNESS

Florida)
Charlotte County)

I, Marquice V. Byler, Notary Public for said County and State, do hereby certify that,
personally appeared before me Michael Norris Lutman and executed the foregoing. Witness my hand
and seal this 15th day of September 2022.

Marquice V. Byler, Public Notary; my commission expires: 8/19/2023



BILL FOR FEES AND COST

Violation of RESPA 12 U.S. Code § 2605 (e)(1)(A)
Private Right of Action pursuant to 12 U.S.C. § 2605(f)

Date in default: August 22, 2022

An amount is now due by default as indicated in attached documents

Owed to: Michael Norris Lutman

[REDACTED]

Email: [REDACTED]

Phone: [REDACTED]

Party owing the debt and duty to perform:

PHH Mortgage Services
Post Office Box 66002
Lawrenceville, NJ 08648

newrezz c/o PHH Mortgage Services
1 Mortgage Way
Mount Laurel, NJ 08648

and equally and severally due by

Brock & Scott, PLLC (alleged attorneys)
3825 Forrestgate Drive
Winston Salem, NC 27103

Christian Sewing CEO
Deutsche Bank
One Columbus Circle
New York, NY 10019

Amounts Due

Forensic Audit	\$1,500.00
Violations of RESPA 12 USC 2605(f)	\$1,000.00
Violations of RESPA 12 USC 2605(f)(1)(B)	\$2,000.00
Misrepresent amount owed as a result of violating FDCPA	\$ 1,000.00
Communications of False Information per 18 USC 1001	\$ 1,000.00
Plaintiff time and research	\$ 2,500.00
TOTAL DUE AND OWING	\$ 9,000.00

As amount unpaid following exhaustive administrative remedies, plus order for release of title due, and credit correction (undetermined amount)

By: Michael Norris Lutman ©

August 23, 2022

By: Michael Norris Lutman © all rights reserved

EXHIBIT E

USPS Tracking®

FAQs >

Track Another Package +

Tracking Number: 9114902200789747681153

Remove X

Your item has been delivered and is available at a PO Box at 8:39 am on August 15, 2022 in LAWRENCE TOWNSHIP, NJ 08648.

USPS Tracking Plus® Available ∨

✓ Delivered, PO Box

August 15, 2022 at 8:39 am
LAWRENCE TOWNSHIP, NJ 08648

Get Updates ∨

Text & Email Updates



Tracking History



August 15, 2022, 8:39 am
Delivered, PO Box
LAWRENCE TOWNSHIP, NJ 08648
Your item has been delivered and is available at a PO Box at 8:39 am on August 15, 2022 in LAWRENCE TOWNSHIP, NJ 08648.

August 15, 2022, 8:23 am
Arrived at Post Office
LAWRENCE TOWNSHIP, NJ 08648

August 14, 2022

8/23/22, 11:52

In Transit to Next Facility

August 14, 2022, 5:03 am

Departed USPS Regional Facility

TRENTON NJ DISTRIBUTION CENTER

August 13, 2022, 2:20 pm

Arrived at USPS Regional Facility

TRENTON NJ DISTRIBUTION CENTER

August 11, 2022, 5:24 pm

Departed Post Office

ENGLEWOOD, FL 34224

August 11, 2022, 1:54 pm

USPS picked up item

ENGLEWOOD, FL 34224

USPS Tracking Plus®



Product Information



See Less ^

Can't find what you're looking for?

Go to our FAQs section to find answers to your tracking questions.

FAQs



EXHIBIT F



FAQs >

Track Another Package +

Tracking Number: EJ811992343US

Remove X

Your item was picked up at postal facility at 10:48 am on August 25, 2022 in LAWRENCE TOWNSHIP, NJ 08648. The item was signed for by C BROWN.

USPS Tracking Plus® Available ▾

✓ **Delivered, Individual Picked Up at Postal Facility**

August 25, 2022 at 10:48 am
LAWRENCE TOWNSHIP, NJ 08648

Get Updates ▾

Text & Email Updates	▾
Proof of Delivery	▾
Tracking History	▴

August 25, 2022, 10:48 am
Delivered, Individual Picked Up at Postal Facility
LAWRENCE TOWNSHIP, NJ 08648
Your item was picked up at postal facility at 10:48 am on August 25, 2022 in LAWRENCE TOWNSHIP, NJ 08648. The item was signed for by C BROWN.

August 24, 2022, 3:11 pm
Available for Pickup
LAWRENCE TOWNSHIP, NJ 08648

August 24, 2022, 3:11 pm
Arrived at Post Office
LAWRENCE TOWNSHIP, NJ 08648

August 24, 2022, 11:32 am
Out for Delivery
TRENTON, NJ 08638

August 24, 2022, 8:42 am
Arrived at USPS Regional Facility
TRENTON NJ DISTRIBUTION CENTER

August 23, 2022, 5:34 pm
Departed Post Office
ENGLEWOOD, FL 34224

August 23, 2022, 2:13 pm
USPS picked up item
ENGLEWOOD, FL 34224

USPS Tracking Plus®



Product Information



See Less ^

Can't find what you're looking for?

Go to our FAQs section to find answers to your tracking questions.

FAQs

EJ 811 992 343 US



20 SEP 2023 13:45

20 SEP 2023 13:45



20 SEP 2023 13:45

20 SEP 2023 13:45



20 SEP 2023 13:45

20 SEP 2023 13:45



RECEIVED: 2023 SEP 20 13:45

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA
CLERK OF COURT
2000 M STREET, N.W.
WASHINGTON, D.C. 20004
Tel: (202) 544-2000
Fax: (202) 544-2001
www.usdc.dcm.gov

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA
CLERK OF COURT
2000 M STREET, N.W.
WASHINGTON, D.C. 20004
Tel: (202) 544-2000
Fax: (202) 544-2001
www.usdc.dcm.gov

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA
CLERK OF COURT
2000 M STREET, N.W.
WASHINGTON, D.C. 20004
Tel: (202) 544-2000
Fax: (202) 544-2001
www.usdc.dcm.gov

Money-back Guarantee: If the mailer submits an item at a designated USPS® Priority Mail Express® acceptance location on or before the specified deposit time, the Postal Service will deliver or attempt delivery to the addressee or agent before the applicable delivery date and time. Mailer may request the addressee's signature from the addressee upon delivery of the item by checking the "signature required" box at the time of mailing. If the Postal Service does not deliver or attempt delivery by the specified time and the mailer files a valid claim for a refund, the Postal Service will refund the postage, unless an exception applies. See Mailing Standards of the United States Postal Service, Domestic Mail Manual (DMM®) 604.9.5.5 which is available at pe.usps.com.

Note: The Postal Service does not offer money-back guarantee for military or DPO shipments delayed due to customs inspections or the item was destined for an APO/FPO/DPO that was closed on the intended day of delivery or the delay was caused by one of the situations in DMM 604.9.5.5. Consult USPS.com® or your local Post Office for information on delivery commitments and Priority Mail Express Military Service (PMEMS). For details, see DMM 703.2.8, which is available at pe.usps.com.

When a mailer submits a Priority Mail Express item requiring a signature and the Postal Service cannot deliver the item on the first attempt, the Postal Service leaves a notice for the addressee. If the addressee does not claim the item within 5 calendar days, the Postal Service returns the item to the sender at no additional charge.

Insurance coverage: The Postal Service provides insurance only in accordance with postal regulations in the DMM, which is available at pe.usps.com. The DMM sets forth the specific types of losses that are covered, the limitations on coverage, terms of insurance, conditions of payment, and adjudication procedures. Certain items are not insurable. The DMM consists of federal regulations, and USPS personnel are not authorized to change or waive these regulations or grant exceptions. A mailer who requires information on Priority Mail Express insurance may contact the Postal Service before submitting an item. Limitations prescribed in the DMM provide, in part, that:

1. Insurance coverage extends to the actual value of the contents at the time of mailing or the cost of repairs, not to exceed the insured limit for the item.
2. The Postal Service insures the contents of Priority Mail Express "merchandise" items with "merchandise" defined by postal regulations against loss, damage, and theft. The Postal Service includes coverage up to \$100 per mailpiece at no additional charge. Additional merchandise insurance up to \$5,000 per mailpiece may be available for purchase. Additional insurance for Priority Mail Express items is not available unless a signature is required.

LABEL 11-B MAY 2021 PSN 7160-02-000-0999



EJ 811 992 343 US

3. The Postal Service insures "nonnegotiable documents" (as defined by postal indemnity regulations) against loss, damage, or missing contents up to \$100 per mailpiece for document reconstruction, subject to additional limitations for multiple pieces lost or damaged in a single catastrophic occurrence. Document reconstruction insurance provides reimbursement for the reasonable costs incurred in reconstructing duplicates of nonnegotiable documents mailed. Document reconstruction insurance coverage above \$100 per mailpiece is not available. The mailer should not attempt to purchase additional document insurance, because additional document insurance is void.

4. The Postal Service insures "negotiable items" (defined by postal regulations as items that can be converted to cash without penalty), currency, or bullion up to a maximum of \$15 per mailpiece. The Postal Service does not provide coverage for consequential losses due to loss, damage, or delay of Priority Mail Express items or for concealed damage, spoilage of perishable items, and articles improperly packaged or too fragile to withstand normal handling in the mail. Coverage, terms, and limitations are subject to change. For additional limitations and terms of coverage, consult the DMM, which is available at pe.usps.com.

Indemnity Claims (Loss, Damaged or Missing Contents): Either the mailer or the addressee may file an indemnity claim for loss, damaged or missing contents. The claimant may submit the claim online at usps.com, or by mail, for more information see Publication 122, Domestic Claims, Customer Reference Guide. The timelines for claims are as follows: claims for loss – no sooner than 7 days but no later than 90 days after the date of mailing; claims for damage or missing contents – immediately but no later than 60 days from the date of mailing. Retain the original USPS retail receipt or electronic receipt for claims purposes. For claims involving damage or missing contents, also retain the article, container, and packaging for Postal Service inspection when requested.

Refund of Postage and Fees (Service Performance): If delivery of a Priority Mail Express (PME) item does not meet the scheduled delivery commitment(s), online and commercial customers may submit a refund request by visiting usps.com. Retail customers may submit a refund request either online at usps.com or at retail locations. Refund requests for postage must be submitted no sooner than 2 days and no later than 30 days from the date of the mailing. Extra Service fees refund requests must be submitted no sooner than 30 days and no later than 60 days from the date of mailing. Each tracking number can only be submitted once for all applicable refunds. Refund requests for PME or PNE with Extra Services must be combined into a single submission.

Thank you for choosing Priority Mail Express service.

Tracking: For USPS Tracking, scan the QR Code below or go to usps.com or call 800-222-1811



EJ 811 992 343 US
Priority Mail Express tracking number

EXHIBIT G

USPS Tracking®

Tracking Number:

Remove X

9114902200789824282938

Copy

Add to Informed Delivery (https://informedelivery.usps.com/)

Latest Update

Your item was picked up at a postal facility at 6:27 am on September 19, 2022 in MOUNT LAUREL, NJ 08054.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, Individual Picked Up at Postal Facility

MOUNT LAUREL, NJ 08054
September 19, 2022, 6:27 am

See All Tracking History

Text & Email Updates



USPS Tracking Plus®



Product Information



See Less ^

EXHIBIT H

USPS Tracking®

[FAQs >](#)

Tracking Number:

[Remove X](#)**70200640000138112915**[Copy](#)[Add to Informed Delivery \(https://informedelivery.usps.com/\)](https://informedelivery.usps.com/)

Latest Update

Your package is moving within the USPS network and is on track to be delivered to its final destination. It is currently in transit to the next facility.

Get More Out of USPS Tracking:

USPS Tracking Plus®

[Delivered](#)[Out for Delivery](#)[Preparing for Delivery](#)

Moving Through Network

In Transit to Next Facility

December 9, 2022

Departed USPS Regional Origin Facility

SARASOTA FL DISTRIBUTION CENTER

December 5, 2022, 11:39 pm

Arrived at USPS Regional Origin Facility

SARASOTA FL DISTRIBUTION CENTER

December 5, 2022, 2:38 pm

Departed USPS Regional Facility

MERRIFIELD VA DISTRIBUTION CENTER

December 3, 2022, 5:50 pm

Arrived at USPS Regional Facility

MERRIFIELD VA DISTRIBUTION CENTER

November 30, 2022, 7:09 pm

Arrived at Post Office

TRENTON, NJ 08638

November 25, 2022, 8:04 am

Arrived at USPS Facility

TRENTON, NJ 08638

November 25, 2022, 3:45 am

Departed USPS Regional Facility

TRENTON NJ DISTRIBUTION CENTER

November 25, 2022, 3:14 am

Arrived at USPS Regional Facility

TRENTON NJ DISTRIBUTION CENTER

November 24, 2022, 8:27 am

Departed USPS Facility

PHILLIPSBURG, NJ 08865

November 24, 2022, 6:55 am

Arrived at USPS Facility

PHILLIPSBURG, NJ 08865

November 24, 2022, 6:27 am

Departed USPS Regional Facility

YBOR CITY FL DISTRIBUTION CENTER

November 23, 2022, 5:59 am

Arrived at USPS Regional Origin Facility

YBOR CITY FL DISTRIBUTION CENTER

November 23, 2022, 12:47 am

Departed Post Office

ENGLEWOOD, FL 34224

November 22, 2022, 5:27 pm

USPS picked up item

Text & Email Updates

ENGLEWOOD, FL 34224

November 22, 2022, 3:01 pm

USPS Tracking Plus®

Hide Tracking History

Product Information

See Less ^

Track Another Package

Enter tracking or barcode numbers

Need More Help?

Contact USPS Tracking support for further assistance.

FAQs

7020 0640 0001 3811 2915

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE


Certified Mail Fee	\$	
Extra Services & Fees (check box, add fee as appropriate)		
<input type="checkbox"/> Return Receipt (hardcopy)	\$	
<input type="checkbox"/> Return Receipt (electronic)	\$	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$	
<input type="checkbox"/> Adult Signature Required	\$	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$	1069
Postage	\$	
Total Postage and Fees	\$	

Postmark Here
NOV 22 2022

Sent To **PAH Mortgage Services**
 Street and Apt. No. or PO Box No. **3040 Leadenhall Road**
 City, State, ZIP+4® **Mont Laurel New Jersey 08648**

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

:Michael-Norris: Lutman:
copy-right/copy-claim



AFFIDAVIT OF SILVER SURETY

State of Florida
SS:
County of Charlotte

AFFIDAVIT OF SILVER SURETY

Introductory Certification

:Michael-Norris: Lutman: copy-right/copy-claim: the Undersigned Affiant, hereinafter "Affiant" does solemnly affirm, declare, and state as follows:

1. Affiant is competent to state the matters set forth herewith.
2. Affiant has personal knowledge of the facts stated herein.
3. All the facts stated herein are true, correct, complete and not frivolous, in accordance with Affiant's best firsthand knowledge and understanding, and if called upon to testify as a witness Affiant shall so state.

Plain Statement of Facts

1. On November 6, 2018 I, Affiant, did count out twenty-one (21) united States of America silver dollars in the presence of witnesses, :Patrick: Warren: of Cape Coral, Florida, and :Johnny: Stewart of Germantown, Tennessee.
2. All twenty-one (21) united States of America silver dollars in coin were dated pre-1933 issue.
3. Affiant had both witnesses verify the count of twenty-one (21) united States of America silver dollars.
4. Affiant had the witnesses verify the dates on each coin, as pre-1933 issued united States of America silver dollars.
5. Affiant did take back all twenty-one (21) unite States of America silver dollars into his possession to be held indefinitely.
6. Affiant, does hereby make this surety, pledge, bond under My seal, as full faith and credit guarantee under Seal in Lawful money of account of the united States of America, to any Lawful Bill (including True Bill) duly presented to the undersigned, in the matter of correct public judicial actions in the forum of Original Rules, Original Jurisdiction, for the benefit and credit of the particular party listed above.
7. Affiant's stated use for the united States of America silver dollars is to be as a silver dollar bond establishing by witness of the undersigned, the good credit, in the sum certain amount of at least

twenty-one (21) dollars in silver coinage, .900 fine, minted by the American Treasury, united States of America, pre-1933 issue, Lawful specie dollars of the united States of America, available to bond the actions of the private party listed as Affiant while in the State of Florida and/or United States.

8. The Affiant now has a bond in tender of twenty-one (21) silver dollars, Coinage Act of A.D. 1792, Bond of Identity and Character as proof positive, competent evidence, that Affiant cannot be bankrupt, the casua debeni, cannot be under the doctrine of cession bonorum, or a forma pauperis, dolus frust.

Michael Norris Patrick Warren Johanny Stewart
:Michael-Norris: Lutman: Principal :Patrick: Warren: Witness #1 :Johanny: Stewart: Witness #2

Dated this 7 day of the month of November, 2018

Further Affiant Sayeth naught.

Michael Norris

:Michael-Norris: Lutman: copy-right/copy-claim:

NOTARY'S VERIFICATION

Before me, the undersigned, A Notary Public for SHELBY County, State of TENNESSEE,

Personally appeared :Michael-Norris: Lutman:, who proved his identity to my satisfaction, and acknowledged execution of this instrument this 7 day of November, 2018.

Daphne L. Fuzz
Notary

My Commission expires: 02/23/2019



:Michael-Norris: Lutman: Principal

Magistrate Court of Cherokee County
 E-FILED
 3/6/2023 2:03 PM
 23MCE0994
 KM
 Patty Baker, Clerk
 Civil Division

MAGISTRATE COURT OF CHEROKEE COUNTY
The Honorable Gregory T. Douds Chief Associate Magistrate
 90 North Canton Street, Suite 150
 Canton, GA 30114

MICHAEL NORRIS LUTMAN
 Plaintiff

v.

PHH MORTGAGE CORPORATION
 Defendant

Case # 23MCE0994

BOND
 RF709842501US

There appearing no bond of record to initiate the matter regarding Case # 23MCE0994 and any other known associated account(s) relating to MICHAEL NORRIS LUTMAN. I :Michael-Norris: Lutman: accept all charges undertake as follows:

In consideration of the fact that not lawful money of account exists in circulation, and Article I Section 10 of the US Constitution specifies the only lawful money available for settlement of debt, and in consideration of the fact that I have suffered dishonor regarding the Matter of Case # 23MCE0994 and associated account(s). I hereby underwrite this bond with my private exemption #347568685, and with the evidence of holding a reserve of twenty-one (21) united States of America silver dollars in coin dated pre-1933 issue acting as surety collateral in lawful money and as witnessed by the attached affidavit, for settlement regarding any and all obligations of performance/loss/costs sustained by the United States of America or State of Florida and the respectful citizens thereof, regarding said matter. I have further paid the freight of this vessel/document via stamp entitling me and this document right of passage as postmaster per Universal Postal Union requirements.

Unless the court or defendant can certify under oath, what other constitutionally required lawful money can be required to collateralize this account/case or if they hold a superior bond in the matter, let them bring forth the bond and bring their B410 claim form, if that party has any claims or they must dismiss their claim or charges as settled in full.

I require the defendant to certify my right of subrogation with their bond if written using my name or derivatives thereof, for the purpose of settling all accounts related to this matter. I stand in honor having brought forth my superior bond and claims, thus inferior bonds or lack thereof should cause the release of all unverified remaining claims against plaintiff upon receipt.

For deposit to the Magistrate Court
of Cherokee County, Georgia

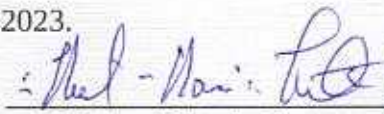
By: Not - Now: [Signature]



As executor of the named vessel: MICHAEL NORRIS LUTMAN, and as postmaster of this document vessel, instruct the fiduciary trustee to be GREGORY T. DOUDS who is tasked to then discharge the account/case # 23MCE0994 and discharge and dismiss any and all defendants with prejudice, and let this Bond stand for securing subsequent, related, or superseding case accounts using the same Bond. If no superior claims are made or Superior Bonds are presented within 72 hours of presentment of this registered instrument, this matter stands as discharged and final.

Void where prohibited by law.

Done at Cherokee County, Georgia State, this 5th day of March, 2023.

By: 
:Michael-Norris: Lutman: Principal
:copy-right/copy-claim

For deposit to the Magistrate Court
of Cherokee County, Georgia

By: Ned - Nani - [Signature]



MAGISTRATE

**Court of CHEROKEE County
State of Georgia**

MICHAEL LUTMAN
Plaintiff.

Case Number: 23MCE0994

vs.

PHH MORTGAGE CORPORATION
Defendant.

**PLAINTIFF'S MOTION FOR APPOINTMENT
OF SPECIAL PROCESS SERVER**

COMES NOW the above-referenced Plaintiff, pursuant to O.C.G.A. 9-11-4(c), to state that expedited service of process to Respondent is necessary and requests the appointment of the special process server, ROCHELLE EARTHRISE, to serve process in this case. The Affidavit of Process Server is also filed showing that the process server is currently **Georgia Certified Process Server #CPS 236**, is over the age of eighteen years of age, is a citizen of the United States of America, and has no interest in this case, or relationship to any of the parties, and is willing and able to serve process in this matter.

WHEREFORE, Plaintiff moves this Court for an Order appointing ROCHELLE EARTHRISE as process server for any and all filed documents in this case.

Respectfully submitted,

Michael Lutman

3/6/2023

Plaintiff

Date

Address:

Phone:

Email:

CC:

FILED IN OFFICE
CLERK OF MAGISTRATE COURT
CHEROKEE COUNTY GA

2023 MAR -6 AM 11:06

PATTY BAKER CLERK

MAGISTRATE COURT OF CHEROKEE COUNTY

STATE OF GEORGIA

MICHAEL LUTMAN

Plaintiff,

v.

Case Number: 23MCE0994

PHH MORTGAGE CORPORATION
Defendant.

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CLERK OF MAGISTRATE COURT
CHEROKEE COUNTY GA
2023 MAR -6 AM 11:06

AFFIDAVIT OF PROCESS SERVER

COMES NOW ROCHELLE EARTHRISE, before the undersigned officer
duly authorized to administer oaths and states that he or she is a citizen of the United States, is
over the age of eighteen (18), not a convicted felon, not a party to the suit, not a relative to any
party in the suit, not the attorney for any party in the suit, has no financial interest in the litigation,
and is wholly disinterested in the litigation.

I certify under penalty of law that the foregoing is true and correct.

Signed this 6TH day of MARCH, 20 23.

Sworn to and subscribed before me
this 6 day of MARCH, 20 23.

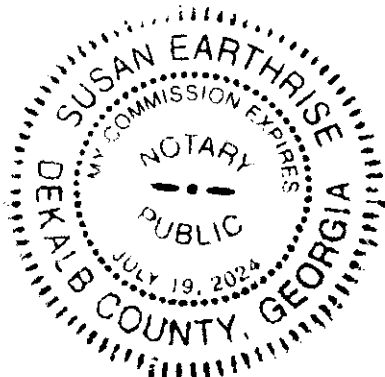
Susan Earthrise
Notary Public

Rochelle Earthrise
ROCHELLE EARTHRISE GA CPS 236

Address

Phone:

Email:



MAGISTRATE

**Court of CHEROKEE County
State of Georgia**

MICHAEL LUTMAN
Plaintiff,

Case Number: 23MCE0994

vs.

PHH MORTGAGE CORPORATION
Defendant.

Order Appointing Special Process Server

Upon Motion of the Plaintiff for appointment of Special Process Server, submission of the Affidavit of Process Server, and it appearing appropriate, just and equitable,

It is Considered, Ordered and Adjudged that ROCHELLE EARTHRISE is hereby appointed special agent for the service of process in this case.

So Ordered this 7TH day of March, 2023.

Judge,

Magistrate

Court of Cherokee County, Georgia

CC:

FILED IN OFFICE
CLERK-MAGISTRATE COURT
CHEROKEE COUNTY GA
2023 MAR -7 PM 4:30
PATTY BAKER CLERK

ac